

1 Frank L. Tobin (Bar No. 166344)  
 2 Mathieu G. Blackston (Bar No. 241540)  
 3 PROCOPIO, CORY, HARGREAVES & SAVITCH LLP  
 4 530 B Street, Suite 2100  
 5 San Diego, California 92101  
 6 Telephone: 619.238.1900  
 7 Facsimile: 619.235.0398

8 Attorneys for Plaintiff TARGETSAFETY.COM, INC., a  
 9 California corporation

FILED

08 JUN -4 PM 2:50

CLERK, U.S. DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

R.Y.

CP

DEPUTY

10 TARGETSAFETY.COM, INC., a California  
 11 corporation

12 Plaintiff,

13 v.

14 CONTINUING EDUCATION COORDINATING  
 15 BOARD FOR EMERGENCY MEDICAL  
 SERVICES, INC., a Missouri non-profit corporation  
 and DOES 1-10

16 Defendants..

Case No.: \_\_\_\_\_

17  
 18  
 19  
 20  
 21  
 22  
 23  
 24  
 25  
 26  
 27  
 28  
 29  
 30  
 31  
 32  
 33  
 34  
 35  
 36  
 37  
 38  
 39  
 40  
 41  
 42  
 43  
 44  
 45  
 46  
 47  
 48  
 49  
 50  
 51  
 52  
 53  
 54  
 55  
 56  
 57  
 58  
 59  
 60  
 61  
 62  
 63  
 64  
 65  
 66  
 67  
 68  
 69  
 70  
 71  
 72  
 73  
 74  
 75  
 76  
 77  
 78  
 79  
 80  
 81  
 82  
 83  
 84  
 85  
 86  
 87  
 88  
 89  
 90  
 91  
 92  
 93  
 94  
 95  
 96  
 97  
 98  
 99  
 100  
 101  
 102  
 103  
 104  
 105  
 106  
 107  
 108  
 109  
 110  
 111  
 112  
 113  
 114  
 115  
 116  
 117  
 118  
 119  
 120  
 121  
 122  
 123  
 124  
 125  
 126  
 127  
 128  
 129  
 130  
 131  
 132  
 133  
 134  
 135  
 136  
 137  
 138  
 139  
 140  
 141  
 142  
 143  
 144  
 145  
 146  
 147  
 148  
 149  
 150  
 151  
 152  
 153  
 154  
 155  
 156  
 157  
 158  
 159  
 160  
 161  
 162  
 163  
 164  
 165  
 166  
 167  
 168  
 169  
 170  
 171  
 172  
 173  
 174  
 175  
 176  
 177  
 178  
 179  
 180  
 181  
 182  
 183  
 184  
 185  
 186  
 187  
 188  
 189  
 190  
 191  
 192  
 193  
 194  
 195  
 196  
 197  
 198  
 199  
 200  
 201  
 202  
 203  
 204  
 205  
 206  
 207  
 208  
 209  
 210  
 211  
 212  
 213  
 214  
 215  
 216  
 217  
 218  
 219  
 220  
 221  
 222  
 223  
 224  
 225  
 226  
 227  
 228  
 229  
 230  
 231  
 232  
 233  
 234  
 235  
 236  
 237  
 238  
 239  
 240  
 241  
 242  
 243  
 244  
 245  
 246  
 247  
 248  
 249  
 250  
 251  
 252  
 253  
 254  
 255  
 256  
 257  
 258  
 259  
 260  
 261  
 262  
 263  
 264  
 265  
 266  
 267  
 268  
 269  
 270  
 271  
 272  
 273  
 274  
 275  
 276  
 277  
 278  
 279  
 280  
 281  
 282  
 283  
 284  
 285  
 286  
 287  
 288  
 289  
 290  
 291  
 292  
 293  
 294  
 295  
 296  
 297  
 298  
 299  
 300  
 301  
 302  
 303  
 304  
 305  
 306  
 307  
 308  
 309  
 310  
 311  
 312  
 313  
 314  
 315  
 316  
 317  
 318  
 319  
 320  
 321  
 322  
 323  
 324  
 325  
 326  
 327  
 328  
 329  
 330  
 331  
 332  
 333  
 334  
 335  
 336  
 337  
 338  
 339  
 340  
 341  
 342  
 343  
 344  
 345  
 346  
 347  
 348  
 349  
 350  
 351  
 352  
 353  
 354  
 355  
 356  
 357  
 358  
 359  
 360  
 361  
 362  
 363  
 364  
 365  
 366  
 367  
 368  
 369  
 370  
 371  
 372  
 373  
 374  
 375  
 376  
 377  
 378  
 379  
 380  
 381  
 382  
 383  
 384  
 385  
 386  
 387  
 388  
 389  
 390  
 391  
 392  
 393  
 394  
 395  
 396  
 397  
 398  
 399  
 400  
 401  
 402  
 403  
 404  
 405  
 406  
 407  
 408  
 409  
 410  
 411  
 412  
 413  
 414  
 415  
 416  
 417  
 418  
 419  
 420  
 421  
 422  
 423  
 424  
 425  
 426  
 427  
 428  
 429  
 430  
 431  
 432  
 433  
 434  
 435  
 436  
 437  
 438  
 439  
 440  
 441  
 442  
 443  
 444  
 445  
 446  
 447  
 448  
 449  
 450  
 451  
 452  
 453  
 454  
 455  
 456  
 457  
 458  
 459  
 460  
 461  
 462  
 463  
 464  
 465  
 466  
 467  
 468  
 469  
 470  
 471  
 472  
 473  
 474  
 475  
 476  
 477  
 478  
 479  
 480  
 481  
 482  
 483  
 484  
 485  
 486  
 487  
 488  
 489  
 490  
 491  
 492  
 493  
 494  
 495  
 496  
 497  
 498  
 499  
 500  
 501  
 502  
 503  
 504  
 505  
 506  
 507  
 508  
 509  
 510  
 511  
 512  
 513  
 514  
 515  
 516  
 517  
 518  
 519  
 520  
 521  
 522  
 523  
 524  
 525  
 526  
 527  
 528  
 529  
 530  
 531  
 532  
 533  
 534  
 535  
 536  
 537  
 538  
 539  
 540  
 541  
 542  
 543  
 544  
 545  
 546  
 547  
 548  
 549  
 550  
 551  
 552  
 553  
 554  
 555  
 556  
 557  
 558  
 559  
 560  
 561  
 562  
 563  
 564  
 565  
 566  
 567  
 568  
 569  
 570  
 571  
 572  
 573  
 574  
 575  
 576  
 577  
 578  
 579  
 580  
 581  
 582  
 583  
 584  
 585  
 586  
 587  
 588  
 589  
 590  
 591  
 592  
 593  
 594  
 595  
 596  
 597  
 598  
 599  
 600  
 601  
 602  
 603  
 604  
 605  
 606  
 607  
 608  
 609  
 610  
 611  
 612  
 613  
 614  
 615  
 616  
 617  
 618  
 619  
 620  
 621  
 622  
 623  
 624  
 625  
 626  
 627  
 628  
 629  
 630  
 631  
 632  
 633  
 634  
 635  
 636  
 637  
 638  
 639  
 640  
 641  
 642  
 643  
 644  
 645  
 646  
 647  
 648  
 649  
 650  
 651  
 652  
 653  
 654  
 655  
 656  
 657  
 658  
 659  
 660  
 661  
 662  
 663  
 664  
 665  
 666  
 667  
 668  
 669  
 670  
 671  
 672  
 673  
 674  
 675  
 676  
 677  
 678  
 679  
 680  
 681  
 682  
 683  
 684  
 685  
 686  
 687  
 688  
 689  
 690  
 691  
 692  
 693  
 694  
 695  
 696  
 697  
 698  
 699  
 700  
 701  
 702  
 703  
 704  
 705  
 706  
 707  
 708  
 709  
 710  
 711  
 712  
 713  
 714  
 715  
 716  
 717  
 718  
 719  
 720  
 721  
 722  
 723  
 724  
 725  
 726  
 727  
 728  
 729  
 730  
 731  
 732  
 733  
 734  
 735  
 736  
 737  
 738  
 739  
 740  
 741  
 742  
 743  
 744  
 745  
 746  
 747  
 748  
 749  
 750  
 751  
 752  
 753  
 754  
 755  
 756  
 757  
 758  
 759  
 760  
 761  
 762  
 763  
 764  
 765  
 766  
 767  
 768  
 769  
 770  
 771  
 772  
 773  
 774  
 775  
 776  
 777  
 778  
 779  
 780  
 781  
 782  
 783  
 784  
 785  
 786  
 787  
 788  
 789  
 790  
 791  
 792  
 793  
 794  
 795  
 796  
 797  
 798  
 799  
 800  
 801  
 802  
 803  
 804  
 805  
 806  
 807  
 808  
 809  
 810  
 811  
 812  
 813  
 814  
 815  
 816  
 817  
 818  
 819  
 820  
 821  
 822  
 823  
 824  
 825  
 826  
 827  
 828  
 829  
 830  
 831  
 832  
 833  
 834  
 835  
 836  
 837  
 838  
 839  
 840  
 841  
 842  
 843  
 844  
 845  
 846  
 847  
 848  
 849  
 850  
 851  
 852  
 853  
 854  
 855  
 856  
 857  
 858  
 859  
 860  
 861  
 862  
 863  
 864  
 865  
 866  
 867  
 868  
 869  
 870  
 871  
 872  
 873  
 874  
 875  
 876  
 877  
 878  
 879  
 880  
 881  
 882  
 883  
 884  
 885  
 886  
 887  
 888  
 889  
 890  
 891  
 892  
 893  
 894  
 895  
 896  
 897  
 898  
 899  
 900  
 901  
 902  
 903  
 904  
 905  
 906  
 907  
 908  
 909  
 910  
 911  
 912  
 913  
 914  
 915  
 916  
 917  
 918  
 919  
 920  
 921  
 922  
 923  
 924  
 925  
 926  
 927  
 928  
 929  
 930  
 931  
 932  
 933  
 934  
 935  
 936  
 937  
 938  
 939  
 940  
 941  
 942  
 943  
 944  
 945  
 946  
 947  
 948  
 949  
 950  
 951  
 952  
 953  
 954  
 955  
 956  
 957  
 958  
 959  
 960  
 961  
 962  
 963  
 964  
 965  
 966  
 967  
 968  
 969  
 970  
 971  
 972  
 973  
 974  
 975  
 976  
 977  
 978  
 979  
 980  
 981  
 982  
 983  
 984  
 985  
 986  
 987  
 988  
 989  
 990  
 991  
 992  
 993  
 994  
 995  
 996  
 997  
 998  
 999  
 1000  
 1001  
 1002  
 1003  
 1004  
 1005  
 1006  
 1007  
 1008  
 1009  
 1010  
 1011  
 1012  
 1013  
 1014  
 1015  
 1016  
 1017  
 1018  
 1019  
 1020  
 1021  
 1022  
 1023  
 1024  
 1025  
 1026  
 1027  
 1028  
 1029  
 1030  
 1031  
 1032  
 1033  
 1034  
 1035  
 1036  
 1037  
 1038  
 1039  
 1040  
 1041  
 1042  
 1043  
 1044  
 1045  
 1046  
 1047  
 1048  
 1049  
 1050  
 1051  
 1052  
 1053  
 1054  
 1055  
 1056  
 1057  
 1058  
 1059  
 1060  
 1061  
 1062  
 1063  
 1064  
 1065  
 1066  
 1067  
 1068  
 1069  
 1070  
 1071  
 1072  
 1073  
 1074  
 1075  
 1076  
 1077  
 1078  
 1079  
 1080  
 1081  
 1082  
 1083  
 1084  
 1085  
 1086  
 1087  
 1088  
 1089  
 1090  
 1091  
 1092  
 1093  
 1094  
 1095  
 1096  
 1097  
 1098  
 1099  
 1100  
 1101  
 1102  
 1103  
 1104  
 1105  
 1106  
 1107  
 1108  
 1109  
 1110  
 1111  
 1112  
 1113  
 1114  
 1115  
 1116  
 1117  
 1118  
 1119  
 1120  
 1121  
 1122  
 1123  
 1124  
 1125  
 1126  
 1127  
 1128  
 1129  
 1130  
 1131  
 1132  
 1133  
 1134  
 1135  
 1136  
 1137  
 1138  
 1139  
 1140  
 1141  
 1142  
 1143  
 1144  
 1145  
 1146  
 1147  
 1148  
 1149  
 1150  
 1151  
 1152  
 1153  
 1154  
 1155  
 1156  
 1157  
 1158  
 1159  
 1160  
 1161  
 1162  
 1163  
 1164  
 1165  
 1166  
 1167  
 1168  
 1169  
 1170  
 1171  
 1172  
 1173  
 1174  
 1175  
 1176  
 1177  
 1178  
 1179  
 1180  
 1181  
 1182  
 1183  
 1184  
 1185  
 1186  
 1187  
 1188  
 1189  
 1190  
 1191  
 1192  
 1193  
 1194  
 1195  
 1196  
 1197  
 1198  
 1199  
 1200  
 1201  
 1202  
 1203  
 1204  
 1205  
 1206  
 1207  
 1208  
 1209  
 1210  
 1211  
 1212  
 1213  
 1214  
 1215  
 1216  
 1217  
 1218  
 1219  
 1220  
 1221  
 1222  
 1223  
 1224  
 1225  
 1226  
 1227  
 1228  
 1229  
 1230  
 1231  
 1232  
 1233  
 1234  
 1235  
 1236  
 1237  
 1238  
 1239  
 1240  
 1241  
 1242  
 1243  
 1244  
 1245  
 1246  
 1247  
 1248  
 1249  
 1250  
 1251  
 1252  
 1253  
 1254  
 1255  
 1256  
 1257  
 1258  
 1259  
 1260  
 1261  
 1262  
 1263  
 1264  
 1265  
 1266  
 1267  
 1268  
 1269  
 1270  
 1271  
 1272  
 1273  
 1274  
 1275  
 1276  
 1277  
 1278  
 1279  
 1280  
 1281  
 1282  
 1283  
 1284  
 1285  
 1286  
 1287  
 1288  
 1289  
 1290  
 1291  
 1292  
 1293  
 1294  
 1295  
 1296  
 1297  
 1298  
 1299  
 1300  
 1301  
 1302  
 1303  
 1304  
 1305  
 1306  
 1307  
 1308  
 1309  
 1310  
 1311  
 1312  
 1313  
 1314  
 1315  
 1316  
 1317  
 1318  
 1319  
 1320  
 1321  
 1322  
 1323  
 1324  
 1325  
 1326  
 1327  
 1328  
 1329  
 1330  
 1331  
 1332  
 1333  
 1334  
 1335  
 1336  
 1337  
 1338  
 1339  
 1340  
 1341  
 1342  
 1343  
 1344  
 1345  
 1346  
 1347  
 1348  
 1349  
 1350  
 1351  
 1352  
 1353  
 1354  
 1355  
 1356  
 1357  
 1358  
 1359  
 1360  
 1361  
 1362  
 1363  
 1364  
 1365  
 1366  
 1367  
 1368  
 1369  
 1370  
 1371  
 1372  
 1373  
 1374  
 1375  
 1376  
 1377  
 1378  
 1379  
 1380  
 1381  
 1382  
 1383  
 1384  
 1385  
 1386  
 1387  
 1388  
 1389  
 1390  
 1391  
 1392  
 1393  
 1394  
 1395  
 1396  
 1397  
 1398  
 1399  
 1400  
 1401  
 1402  
 1403  
 1404  
 1405  
 1406  
 1407  
 1408  
 1409  
 1410  
 1411  
 1412  
 1413  
 1414  
 1415  
 1416  
 1417  
 1418  
 1419  
 1420  
 1421  
 1422  
 1423  
 1424  
 1425  
 1426  
 1427  
 1428  
 1429  
 1430  
 1431  
 1432  
 1433  
 1434  
 1435  
 1436  
 1437  
 1438  
 1439  
 1440  
 1441  
 1442  
 1443  
 1444  
 1445  
 1446  
 1447  
 1448  
 1449  
 1450  
 1451  
 1452  
 1453  
 1454  
 1455  
 1456  
 1457  
 1458  
 1459  
 1460  
 1461  
 1462  
 1463  
 1464<br

from engaging in acts of unfair competition and to prevent TargetSafety from suffering irreparable harm.

III.

## **PARTIES, JURISDICTION AND VENUE**

6       2. TargetSafety is a corporation organized under the laws of the State of California,  
7 with its principal place of business at 10815 Rancho Bernardo Road, Suite 250, San Diego,  
8 California 92127.

9       3. Plaintiff is informed and believes and thereupon alleges that Defendant  
10 CECBEMS (pronounced *ses beams*) is a Missouri corporation doing business in Texas and  
11 elsewhere in the United States, and with offices located at 12200 Ford Road, Suite 478, Dallas,  
12 Texas 75244.

13       4. The true names and capacities whether individual, corporate, associate or  
14 otherwise of Defendants Does 1 through 10 are unknown to Plaintiff, who therefore sues said  
15 Defendants by such fictitious names. Plaintiff is informed and believes and thereupon alleges  
16 that each of said Defendants in some manner is responsible for the events and happenings herein  
17 alleged, either contractually or tortuously, and the causes of damage to Plaintiff as herein alleged,  
18 and Plaintiff will amend this complaint to allege such true names and capacities when same are  
19 ascertained.

21       5. This Court has jurisdiction over this action based on diversity of the parties  
22 pursuant to 28 U.S.C. § 1332. Plaintiff is a resident of San Diego. Defendant is a foreign  
23 corporation with a place of business in Texas and has the requisite minimum contacts with  
24 California. The amount in controversy exceeds \$75,000 exclusive of interest and costs. Venue is  
25 proper pursuant to 28 U.S.C. § 1391(a) since a substantial part of the events giving rise to this  
complaint took place in this district.

27 //

111

## III.

FACTS COMMON TO ALL CAUSES OF ACTION

6. TargetSafety is a pioneer and leader in web-based solutions designed to simplify and standardize risk management for organizations. As part of its business, TargetSafety offers online fire and Emergency Medical Service (“EMS”) courses to its customers and in exchange receives a fee. These courses allow EMS professionals nationwide to stay current with their continuing education hours and assist with the management and documentation of training.

7. CECBEMS is an accrediting body for online EMS continuing education courses and online course providers. Many state and local EMS certifying organizations across the nation accept CECBEMS accreditation when approving online EMS courses for state continuing education credit.

8. TargetSafety delivers state approved online continuing education to clients in California. In 2006, TargetSafety sought CECBEMS’ accreditation of specific EMS courses. Although an option, TargetSafety did not seek CECBEMS accreditation as an organization.

9. To date, CECBEMS has accredited more than three quarters of TargetSafety’s catalog of online Certified EMS Training courses. In exchange, TargetSafety must pay CECBEMS 25 cents every time an EMS professional completes a TargetSafety course that has been accredited by CECBEMS. The remainder of TargetSafety’s online Certified EMS Training catalog of courses is currently under review by CECBEMS. Since obtaining CECBEMS accreditation for certain courses, TargetSafety has offered CECBEMS-accredited courses to EMS professionals in the states where CECBEMS accreditation is required.

10. In states like California, however, where all of TargetSafety’s courses have already been accredited by the state or local Emergency Medical Service licensing agency, TargetSafety has continued to offer a full catalog of courses to its clients. This has allowed TargetSafety to maintain market share in states where state or local licensing agencies accredit courses while at the same time develop new business in states that require CECBEMS accreditation.

1           11. On or about March 15, 2008, Elizabeth Sibley the Executive Director of  
2 CECBEMS sent correspondence to Laura Boehm, TargetSafety's Director of Course Content,  
3 taking issue with a course certificate issued to a student in California that did not carry the  
4 CECBEMS' statements even though the course completion date fell within the approval period  
5 for the course. The course in question had been approved by the State of California and the state  
6 approval was clearly indicated on the certificate. On April 7, 2008, Ms. Boehm responded to Ms.  
7 Sibley stating that TargetSafety had been delivering state-approved continuing education to  
8 clients in California since well before it began the CECBEMS approval process for particular  
9 TargetSafety courses. CECBEMS was made aware of this fact at the time TargetSafety initially  
10 sought CECBEMS accreditation of specific courses as TargetSafety clearly referenced its Web  
11 site, which contains TargetSafety's course descriptions. Ms. Boehm explained that when  
12 TargetSafety began the CECBEMS' approval process, TargetSafety updated its course materials  
13 and testing methodology to meet CECBEMS approval requirements, creating new versions of  
14 TargetSafety's courses. However, in states where TargetSafety's online content was already  
15 approved like in California, TargetSafety has continued to deliver the state approved versions of  
16 the courses and did so for two reasons: (a) so TargetSafety would not have to reapply to states  
17 where its content was already approved until that approval expired (since several states require an  
18 additional approval process even for CECBEMS approved content) and (b) so TargetSafety could  
19 continue to deliver a complete, approved catalog in those areas (since some TargetSafety courses  
20 were still in the midst of the CECBEMS accreditation process). Ms. Boehm also stated to Ms.  
21 Sibley that the certificate in question did not have the CECBEMS statement because the student  
22 took the state-approved version of the course (which uses a different testing methodology and  
23 different test questions than the CECBEMS approved version of the course). Ms. Boehm also  
24 stressed to Ms. Sibley that TargetSafety never represented to the student that the courses were  
25 CECBEMS approved.

26           12. In response to Ms. Boehm's correspondence, on April 11, 2008, Ms. Sibley sent a  
27 letter to Ms. Boehm, a copy of that letter is attached hereto as Exhibit 1. In her letter, Ms. Sibley  
stated that TargetSafety's actions were taken without consulting CECBEMS and caused

1 CECBEMS great concern. Ms. Sibley, without citing any particular written requirement in  
2 CECBEMS policies or procedures stated that it was a requirement of CECBEMS accreditation  
3 that once accredited, only the accredited version of the topic is to be available to students and all  
4 course completions for CECBEMS accredited courses are to be reported at least quarterly and all  
5 certificates issued for these courses are to carry the required CECBEMS statements. Without  
6 citing any authority, Ms. Sibley's letter went on to state that this purported requirement applies,  
7 regardless of arrangements made with state EMS agencies or with clients prior to the date of  
8 CECBEMS accreditation. CECBEMS demanded that TargetSafety within sixty days replace all  
9 previous versions of course titles with CECBEMS accredited versions of the courses and report  
10 all course completions that fall within the approval period for each of these titles. Ms. Sibley's  
11 letter expressly threatened that if TargetSafety was not in compliance within sixty days,  
12 CECBEMS would notify the State EMS offices, The National Registry, and the staff and board  
13 members of each of its sponsoring organizations that the courses offered by TargetSafety do not  
14 comply with CECBEMS accreditation requirements and that accreditation was withdrawn  
15 pursuant to the policy for the denial, suspension or revocation of CECBEMS accreditation. The  
16 issues raised by Ms. Sibley did not relate to the actual content of any of the courses. In point of  
17 fact, CECBEMS has already approved the content of and accredited many of TargetSafety's  
18 courses.

19       13. Ms. Sibley's letter caused TargetSafety great concern. TargetSafety had not been  
20 provided with any express authority, policy or procedure supporting the purported requirements  
21 listed in Ms. Sibley's letter nor was TargetSafety afforded the appeal process purportedly provided  
22 by CECBEMS. To that end, on April 25, 2008, TargetSafety wrote to CECBEMS asking for  
23 specific information including: (1) the specific source and basis for the accreditation  
24 requirements alleged in CECBEMS April 11, 2008 letter; (2) specification of which CECBEMS  
25 accreditation requirements are allegedly not being complied with by TargetSafety and the basis  
26 for those requirements; (3) whether there had been a vote by the CECBEMS Board of Directors  
27 to withhold, suspend or revoke TargetSafety's accreditation based on evidence of "fraud,  
deception or impropriety"; and (4) if such a vote had been taken, written notice of any decision of

1 the Board and written notice of the CECBEMS standards with which the evidence suggests that  
 2 TargetSafety was not compliant. A copy of this letter is attached hereto as Exhibit 2. Despite the  
 3 fact that TargetSafety's letter asked for a response by May 2, 2008 so that TargetSafety could  
 4 timely respond to Ms. Sibley's April 11, 2008 letter, CECBEMS did not respond to  
 5 TargetSafety's letter until May 14, 2008. A copy of that response is attached hereto as Exhibit 4.  
 6 Ms. Sibley's May 14, 2008 letter ignored TargetSafety's request for information and simply  
 7 dictated alleged steps that TargetSafety "must" take by June 11, 2008 or presumably CECBEMS  
 8 would revoke TargetSafety's CECBEMS accreditation. Although Ms. Sibley took issue with one  
 9 of the marketing materials submitted by TargetSafety, CECBEMS continued to fail to cite to any  
 10 particular requirement in writing that once accredited, only the accredited version of the topic  
 11 could be offered irrespective of whether other versions were state approved and that all course  
 12 completions for CECBEMS' accredited courses be reported at least quarterly and all certificates  
 13 issued for these courses carry the required CECBEMS statements.

14       **14.** On May 19, 2008, TargetSafety's attorney wrote to CECBEMS again requesting  
 15 the information previously requested by TargetSafety and asking for more time beyond June 11,  
 16 2008 so that the parties could attempt to resolve this matter without the arbitrary pressure  
 17 imposed by CECBEMS. A copy of TargetSafety's counsel's letter is attached hereto as Exhibit  
 18 5. On May 27, 2008, a response to TargetSafety's counsel's letter was received from Attorney  
 19 Bradley M. Pinsky, purported national counsel to CECBEMS. A true and correct copy of Mr.  
 20 Pinsky's letter is attached hereto as Exhibit 6. In his letter, Mr. Pinsky made it clear that  
 21 CECBEMS neither wished to provide the information that was being requested by TargetSafety  
 22 so that TargetSafety could understand CECBEMS' position nor wished to cooperate with  
 23 TargetSafety in an effort to resolve this matter.

24       **15.** CECBEMS' ability to accredit online continuing education courses is unique in  
 25 that no other private organization has the authority to determine the state accreditation standards  
 26 for the online continuing education of EMS professionals. In 16 states, the state Emergency  
 27 Medical Service licensing agency automatically accepts online course accreditation from  
 CECBEMS. In these states, CECBEMS accreditation is tantamount to state accreditation. In 12

1 additional states, online course accreditation authority is delegated to regional/local medical  
 2 directors who oftentimes simply rely on CECBEMS accreditation in their determination as to  
 3 whether TargetSafety can offer on-line continuing education courses to firefighters and EMTs in  
 4 their region. Target Safety is informed and believes that at least one medical director has told  
 5 TargetSafety that he will not permit TargetSafety to offer courses unless the courses are  
 6 CECBEMS accredited. TargetSafety believes additional medical directors will similarly require  
 7 CECBEMS accreditation. By threatening to revoke its accreditation unless TargetSafety offers  
 8 CECBEMS accredited courses in states that do not require CECBEMS, CECBEMS is essentially  
 9 leveraging its unique authority to accredit on-line continuing education courses in some states in  
 10 an effort to generate fees in other states that do not require CECBEMS. CECBEMS realizes that  
 11 if it revokes TargetSafety's accreditation, TargetSafety will suffer harm and therefore is using  
 12 this threat and its position of dominance in an effort to generate more fees in states where  
 13 CECBEMS-accredited courses are not offered nor required to be offered. This practice is unfair  
 14 and contrary to the unfair competition laws. This practice also violates the parties' contractual  
 15 relationship and deprives TargetSafety of the unique accreditation that only CECBEMS can  
 16 provide in 16 states.

17       **16.** Furthermore, CECBEMS states to its customers that CECBEMS maintains the  
 18 right to withhold, suspend or revoke accreditation for any evidence of fraud, deception or  
 19 impropriety. A majority of the vote of CECBEMS' Board of Directors is required before such an  
 20 action can be taken. A copy of the CECBEMS policy in this regard is attached hereto as Exhibit  
 21 3 and incorporated by reference. In the event there is a finding of fraud, deception or  
 22 impropriety, CECBEMS is to provide its customer with an appellate process. The appellate  
 23 process requires that the CECBEMS chairperson shall notify the sponsoring organization in  
 24 writing, by certified mail, of the CECBEMS standards with which the evidence suggests that the  
 25 organization is not compliant. In addition to threatening to revoke TargetSafety's accreditation  
 26 unless TargetSafety offers the CECBEMS courses in the non CECBEMS states and pays the  
 27 accompanying fee, CECBEMS has not provided TargetSafety with due process pursuant to its  
 own appellate process in that the CECBEMS chairperson has failed to notify TargetSafety in

writing, by certified mail, of the CECBEMS standards with which the evidence suggests that the organization is not compliant.

3           17. Despite the actions of CECBEMS, if TargetSafety does not acquiesce to  
4 CECBEMS' demands and in essence pay additional fees in the states where it is not offering nor  
5 required to offer CECBEMS courses, CECBEMS will revoke TargetSafety's accreditation, deny  
6 TargetSafety the benefit of the policies CECBEMS agreed to provide, and TargetSafety will be  
7 irreparably harmed.

## **FIRST CAUSE OF ACTION**

(Declaratory Relief Against All Defendants)

10       18. Plaintiff reiterates each and every allegation in paragraphs 1 through 18 above as  
11 though fully set forth and pleaded herein.

12        19. In 2006, TargetSafety began submitting online EMS continuing education courses  
13 for accreditation from CECBEMS.

14        20. An actual controversy has risen and now exists between TargetSafety and  
15 CECBEMS concerning their respective rights and duties in that TargetSafety contends that it can  
16 offer non CECBEMS accredited courses in states that accept such courses and do not require  
17 CECBEMS accreditation whereas CECBEMS disputes this contention, contends that only the  
18 CECBEMS accredited version of a topic can be available to students regardless of a state's  
19 requirements and has now stated to TargetSafety that, although unnecessary, if TargetSafety does  
20 not offer CECBEMS accredited versions of the topics nationwide and, in turn, pay CECBEMS  
21 the related fees, CECBEMS will revoke TargetSafety's CECBEMS accreditation. TargetSafety  
22 maintains that such actions by CECBEMS would be contrary to law and in violation of the  
23 agreement of the parties. Furthermore, CECBEMS is not following its appellate process and  
24 CECBEMS is demonstrating that its grounds for revoking accreditation, "fraud, deception and  
25 impropriety", are vague and can be abused by CECBEMS to leverage fees that customers such as  
26 TargetSafety should not otherwise be required to pay.

27 21. TargetSafety desires a judicial determination of the parties' rights and duties, a declaration as to whether CECBEMS can revoke TargetSafety's accreditation on the basis that

1 TargetSafety is not offering CECBEMS accredited courses in every state irrespective of whether  
 2 such states require CECBEMS accreditation, a declaration that CECBEMS follow its own  
 3 appellate policies and a declaration as to what constitutes fraud, deception or impropriety for  
 4 purposes of revoking accreditation.

5 **SECOND CAUSE OF ACTION**

6 (Breach of Contract Against All Defendants)

7 22. Plaintiff realleges and incorporates by reference all allegations in paragraphs 1  
 8 through 21 of its complaint above as if each such allegation was set forth again.

9 23. As more fully set forth above, since 2006, TargetSafety has submitted specific  
 10 online EMS courses to CECBEMS for accreditation. In exchange for an application fee and  
 11 ongoing fees paid for each student who takes any CECBEMS accredited course offered by Target  
 12 Safety, CECBEMS approved the content of specific TargetSafety courses and provided  
 13 accreditation which is renewable every three years. As part of this contractual relationship,  
 14 CECBEMS agreed that it would not withhold, suspend or revoke TargetSafety's accreditation  
 15 unless CECBEMS had evidence of fraud, deception or impropriety committed by TargetSafety.  
 16 In addition, CECBEMS agreed that TargetSafety's accreditation could not be revoked unless  
 17 CECBEMS provided TargetSafety with its appeals process.

18 24. TargetSafety has performed its duties and obligations under the agreement with  
 19 CECBEMS. CECBEMS is in breach of the agreement between TargetSafety and CECBEMS in  
 20 that it is now in the process of revoking TargetSafety's accreditation despite the absence of any  
 21 fraud, deception or impropriety and despite the fact that CECBEMS is not following its own  
 22 appeals process. In point of fact, CECBEMS has approved and accredited the content of many of  
 23 TargetSafety's courses. Furthermore, TargetSafety is informed and believes that CECBEMS is  
 24 in breach of its agreement with TargetSafety in that it has failed to provide a letter to at least one  
 25 state attesting to TargetSafety courses being accredited by CECBEMS.

26 25. As the result of CECBEMS breaches of the agreement between TargetSafety and  
 27 CECBEMS, TargetSafety is incurring damages in an amount according to proof at trial.

### **THIRD CAUSE OF ACTION**

(Specific Performance Against All Defendants)

26. Plaintiff reiterates each and every allegation in paragraphs 1 through 25 above as though fully set forth and pleaded herein.

27. As more fully set forth above, CECBEMS agreed to provide TargetSafety with a unique item, accreditation, and now is in breach of the parties' agreement and is threatening to revoke such accreditation.

28. TargetSafety has performed its duties and obligations under the agreement between TargetSafety and CECBEMS. CECBEMS is in breach of the agreement between TargetSafety and CECBEMS in that it is now in the process of revoking TargetSafety's accreditation despite the absence of any fraud, deception, or impropriety and despite the fact that CECBEMS is not following its own appeals process.

29. TargetSafety hereby seeks an order from the Court compelling CECBEMS to specifically perform the parties agreement and to continue to provide TargetSafety with CECBEMS accreditation with respect to those courses that have already been accredited by CECBEMS and to provide TargetSafety with CECBEMS accreditation with respect to those courses that are under application with CECBEMS or courses which TargetSafety will submit to CECBEMS for accreditation so long as the content to those courses meets with CECBEMS accreditation process.

## **FOURTH CAUSE OF ACTION**

**(For Injunctive Relief Against All Defendants)**

30. Plaintiff realleges and incorporates by reference all allegations in paragraphs 1 through 29 of its complaint above as if each such allegation was set forth again.

31. As alleged herein above, and incorporated herein, CECBEMS has threatened to revoke TargetSafety's accreditation without providing TargetSafety with a particular source and basis for the alleged accreditation requirements now asserted by CECBEMS and has not afforded TargetSafety with due process in accordance with CECBEMS own stated appeals process.

32. Plaintiff has no plain, speedy, or adequate remedy at law to prevent CECBEMS

1 from revoking TargetSafety's accreditation and, in the absence of injunctive relief, will sustain  
 2 irreparable injury as a consequence of CECBEMS revoking TargetSafety's accreditation.

3       **33.** Accordingly, Plaintiff is entitled to temporary, preliminary and permanent  
 4 injunctive relief prohibiting CECBEMS, and any persons, parties or entities acting in concert  
 5 with them, from violating TargetSafety's accreditation rights. Additionally, Plaintiff is entitled to  
 6 temporary, preliminary and permanent injunctive relief under California's Unfair Competition  
 7 laws (California Business and Professions Code section 17200 et seq.).

8       **34.** As alleged herein above and incorporated by reference, TargetSafety also has no  
 9 plain, speedy or adequate remedy at law to secure CECBEMS' compliance with its own appeals  
 10 process and, in the absence of injunctive relief, will sustain irreparable injury by virtue of  
 11 CECBEMS' failure to follow its own processes.

12       **35.** Accordingly, Plaintiff is entitled to injunctive relief prohibiting CECBEMS from  
 13 revoking TargetSafety's accreditation and compelling CECBEMS to follow its appeals process in  
 14 a manner consistent with the law.

15           WHEREFORE, Plaintiff prays for judgment against Defendants and each of them, as  
 16 follows:

17       1. For a declaration of the parties' rights and duties including that CECBEMS cannot  
 18 revoke TargetSafety's CECBEMS accreditation on the grounds that TargetSafety is not offering  
 19 CECBEMS accredited courses in states that do not require CECBEMS accreditation and  
 20 additionally the rights and duties of CECBEMS and TargetSafety going forward;

21       2. For compensatory damages according to proof;

22       3. For a temporary restraining order, preliminary injunction and permanent  
 23 injunction (a) restraining CECBEMS and any persons, or entities working in concert with them,  
 24 from revoking Plaintiff's CECBEMS accreditation, and (b) requiring CECBEMS to follow its  
 25 own appellate process in a manner consistent with the law;

26       4. For attorney's fees according to proof; and

27       5. For such other and further relief as the Court may deem just and proper.

1 Respectfully submitted,

2 Dated: June 4<sup>th</sup>, 2008

3 PROCOPIO, CORY, HARGREAVES &  
4 SAVITCH LLP

5 By: F.L.T.

6 Frank L. Tobin  
7 Mathieu G. Blackston  
8 Attorneys for Plaintiff  
TARGETSAFETY.COM, INC., a California  
corporation

9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

1  
**VERIFICATION**

2 I, Bruce Kaechele, declare as follows:

3 I am the PRESIDENT of TARGETSAFETY.COM, INC., a California  
4 corporation, and I am authorized to make this verification on its behalf. I have read the foregoing  
5 Complaint, and the allegations contained herein are true of my own knowledge, except as to  
6 those matters alleged on information and belief, and as to those allegations, I believe them to be  
7 true. If called as a witness in these proceedings, I could and would testify competently thereto.

8 I declare under penalty of perjury under the laws of the State of California that the  
9 foregoing is true and correct, and that this Verification was executed at ANAHEIM, California on  
10 this 3 day of June, 2008.

11  
12   
13 Bruce Kaechele

14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

***TargetSafety.Com, Inc.***

vs.

***Continuing Education Coordinating Board for Emergency Medical Services***

**TABLE OF CONTENTS TO TARGETSAFETY. COM'S VERIFIED  
COMPLAINT FOR DECLARATORY RELIEF, BREACH OF  
CONTRACT, SPECIFIC PERFORMANCE AND INJUNCTIVE RELIEF**

<b><u>EXHIBIT</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>PAGE NO's.</u></b>
1	April 11, 2008 letter from Elizabeth Sibley to Laura Boehm	1-4
2	April 25, 2008 letter from Bruce Kaechele to Elizabeth Sibley	5-6
3	<i>CECBEMS' Policy for the Denial, Suspension, or Revocation of CECBEMS Accreditation</i>	7
4	May 14, 2008 letter from Elizabeth Sibley to Bruce Kaechele	8-10
5	May 19, 2008 letter from Frank Tobin to Elizabeth Sibley	11-14
6	May 27, 2008 letter from Bradley Pinsky to Frank Tobin	15-16





12200 Ford Road  
Suite 478  
Dallas, Texas 75234  
Phone 972.247.4442  
Fax 214.432.0545  
cecbems@cecbems.org

American College of Emergency Physicians

April 11, 2008

American College of Osteopathic Emergency Physicians

Laura Boehm  
10815 Rancho Bernardo Road, Suite 250  
San Diego, CA 92127

National Association of Emergency Medical Technicians

Dear Laura:

National Association of EMS Educators

Thank you for your email explaining the situation with the certificate issued to a student in San Bernardino, CA. The actions taken by Target Safety described in this message were taken without consulting with CECBEMS and cause us great concern.

National Association of EMS Physicians

It is a requirement of CECBEMS accreditation that once accredited, only the accredited version of the topic will be available to students and all course completions for CECBEMS accredited courses be reported at least quarterly and all certificates issued for these course carry the required CECBEMS statements. This requirement applies, regardless of arrangements made with state EMS agencies or with clients prior to the date of CECBEMS accreditation.

National Association of State EMS Officials

Therefore, to maintain its accreditation, Target Safety must take the following steps to come into compliance within 60 days. Although the situation we identified involved a California student, these steps apply to any situation in any state in which the CECBEMS accredited version of the course is not being offered and course completions are not being reported.

1. Replace all previous versions of course titles with the CECBEMS accredited version of the course.
2. Report all course completions that fall within the approval period for each of these titles.

National Registry of Emergency Medical Technicians

If Target Safety is not in compliance within 60 days, CECBEMS will notify state EMS offices, the National Registry, and the staff and board members of each of its sponsoring organizations that the courses offered by Target Safety do not comply with CECBEMS accreditation requirements and that accreditation was withdrawn pursuant to the *Policy for the Denial, Suspension, or Revocation of CECBEMS Accreditation*.

Feel free to contact us if you have questions. CECBEMS is eager to be of service, but only if it has confidence that Target Safety takes compliance with CECBEMS requirements seriously.

We look forward to hearing from you, to resolving this matter, and to continuing our professional relationship.

Sincerely,

Elizabeth Sibley  
Executive Director

Copy: Bruce Kaechele

**CECBEMS Accredited Target Safety Courses**

Provider No	Course No	Title	Online	Status	App. Date	Expires
PTGSF5900	07-CECB-F3-0600	Airway Management Basic	1	Approved	3/6/2007	2/28/2010
PTGSF5900	07-CECB-F3-0601	Airway Management Advanced	1	Approved	5/7/2007	5/28/2010
PTGSF5900	07-CECB-F3-0602	Patient Assessment Basic	1	Approved	3/8/2007	3/28/2010
PTGSF5900	07-CECB-F3-0603	Patient Assessment Advanced	1	Approved	3/8/2007	3/28/2010
PTGSF5900	07-CECB-F3-0604	Obstetrical Emergencies Basic	1	Approved	3/6/2007	2/28/2010
PTGSF5900	07-CECB-F3-0605	EMS Driving Safety	1	Approved	3/6/2007	2/28/2010
PTGSF5900	07-CECB-F3-0622	Environmental Emergencies Basic	1	Approved	4/19/2007	4/14/2010
PTGSF5900	07-CECB-F3-0623	Environmental Emergencies Advanced	1	Approved	4/2/2007	4/14/2010
PTGSF5900	07-CECB-F3-0624	Altered Mental Status	1	Approved	4/2/2007	4/14/2010
PTGSF5900	07-CECB-F3-0625	Geriatric Emergencies Advanced	1	Approved	3/28/2007	4/14/2010
PTGSF5900	07-CECB-F3-0626	Medical, Ethical and Legal Issues In Emergency Medical Care	1	Approved	4/3/2007	4/14/2010
PTGSF5900	07-CECB-F3-0638	Infectious Disease Control	1	Approved	5/8/2007	6/3/2010
PTGSF5900	07-CECB-F3-0639	Workplace Stress	1	Approved	5/22/2007	6/3/2010
PTGSF5900	07-CECB-F3-0640	Back Injury Prevention	1	Approved	5/8/2007	6/3/2010
PTGSF5900	07-CECB-F3-0641	Protecting Yourself from Influenza	1	Approved	5/8/2007	6/3/2010
PTGSF5900	07-CECB-F3-0642	HIPAA Awareness	1	Approved	5/8/2007	5/3/2010
PTGSF5900	07-CECB-F3-0643	HIV/AIDS Awareness	1	Approved	11/20/2007	6/3/2010
PTGSF5900	07-CECB-F3-0644	Communication and Documentation	1	Approved	5/14/2007	5/3/2010
PTGSF5900	07-CECB-F3-0650	Respiratory Emergencies Basic	1	Approved	5/24/2007	6/24/2010
PTGSF5900	07-CECB-F3-0651	Respiratory Emergencies Advanced	1	Approved	6/7/2007	6/24/2010
PTGSF5900	07-CECB-F3-0652	Head and Face Injuries Advanced	1	Approved	7/9/2007	7/24/2010
PTGSF5900	07-CECB-F3-0653	Neonatology Advanced	1	Approved	6/6/2007	6/24/2010
PTGSF5900	07-CECB-F3-0654	Patients with Special Challenges	1	Approved	6/12/2007	6/24/2010

PTGSF5900	07-CECB-F3-0655	Introduction to Hazardous Materials	1	Approved	6/12/2007	6/24/2010
PTGSF5900	07-CECB-F3-0656	Managing Multiple Casualty Incidents	1	Approved	6/19/2007	6/24/2010
PTGSF5900	07-CECB-F3-0657	Pharmacology Basic	1	Approved	6/9/2007	6/24/2010
PTGSF5900	07-CECB-F3-0658	CNS Injuries Basic	1	Approved	7/9/2007	7/30/2010
PTGSF5900	07-CECB-F3-0659	CNS Injuries Advanced	1	Approved	7/2/2007	6/24/2010
PTGSF5900	07-CECB-F3-0661	Uterine Emergencies Advanced	1	Approved	6/24/2007	6/24/2010
PTGSF5900	07-CECB-F3-0662	Pediatrics Advanced	1	Approved	7/10/2007	6/24/2010
PTGSF5900	07-CECB-F3-0663	Hazard Communication	1	Approved	6/30/2007	6/24/2010
PTGSF5900	07-CECB-F3-0664	Confined Space Entry	1	Approved	7/1/2007	6/24/2010
PTGSF5900	07-CECB-F3-0665	Emergency Response to Terrorism	1	Approved	3/25/2008	6/24/2010

**CONTINUING EDUCATION COORDINATING BOARD FOR EMERGENCY MEDICAL SERVICES****POLICY FOR THE DENIAL, SUSPENSION, OR  
REVOCATION OF CECBEMS ACCREDITATION**

CECBEMS maintains the right to withhold, suspend, or revoke accreditation for any evidence of fraud, deception or impropriety. A majority vote of the CECBEMS Board of Directors is required before such action can be taken.

All applicants for accreditation shall be given a copy of this policy, a copy of the actions that could result in denial suspension or revocation of accreditation, and a copy of the process for appeal.

**DENIAL, SUSPENSION, REVOCATION CRITERIA**

Actions that could result in the denial, suspension or revocation of CECBEMS accreditation shall include but not be limited to, the following:

Fraud in the procurement of any CECBEMS accreditation as a continuing education provider.  
Fraud in the procurement of any CECBEMS accreditation of a continuing education course.

**APPEAL PROCESS**

Following is the process for appealing a decision by the CECBEMS Board of Directors to suspend or revoke an accreditation.

- 1) The CECBEMS Chairperson shall notify the contact person of the sponsoring organization in writing, by certified mail, of the CECBEMS standards with which evidence suggests that the organization is not in compliance.
- 2) Within 15 days of receipt of notification of noncompliance, the contact person for the sponsoring organization shall submit in writing, by certified mail, to the CECBEMS Chairperson one of the following:
  - a. Evidence of compliance with the CECBEMS standard(s) in question, or
  - b. A plan for meeting compliance with the CECBEMS standard(s) in question within 60 days from the day of receipt of notification of noncompliance.
- 3) Within 15 days of receipt of the response from the contact person of the sponsoring organization, or within 30 days from the mailing date of the noncompliance notice if no response is received from the contact person of the sponsoring organization, the CECBEMS Chairperson shall notify the contact person of the sponsoring organization in writing, by certified mail, of one of the following:
  - a. Decision to accept the evidence of compliance.
  - b. Decision to accept the plan for meeting compliance.
  - c. Decision to suspend the accreditation, including the beginning and ending dates of the suspension and conditions for lifting of the suspension.
  - d. Decision to revoke the accreditation, including the effective date of the revocation, which may not be less than 60 days from the date of the letter of decision from the CECBEMS Chairperson.





April 25, 2008

**VIA OVERNIGHT DELIVERY**

Elizabeth Sibley  
 Executive Director  
 Continuing Education Coordinating  
 Board for Emergency Medical Services  
 1200 Four Roads, Ste. 478  
 Dallas, Texas 75234

Re: CECBEMS Letter of April 11, 2008 to Laura Boehm

Dear Ms. Sibley:

Thank you for your April 11, 2008 letter to Laura Boehm. TargetSafety believes it is working well with the Continuing Education Coordinating Board for Emergency Medical Services ("CECBEMS"). Nonetheless, TargetSafety was surprised at the formality and tone of your April 11, 2008 letter considering the prior informal e-mail exchange between Ms. Boehm and yourself.

TargetSafety desires to continue its good working relationship with CECBEMS and address the issues raised in your letter. However, before responding to your letter which TargetSafety plans to do soon, TargetSafety would appreciate it if you could answer the following questions in order to assist it in understanding CECBEMS' position.

Your letter states:

It is a requirement of CECBEMS accreditation that once accredited, only the accredited version of the topic will be available to students and all course completions for CECBEMS accredited courses be reported at least quarterly and all certificates issued for these course carry the required CECBEMS statements. This requirement applies, regardless of arrangements made with state EMS agencies or with clients prior to the date of CECBEMS accreditation.

These requirements set forth in your letter are not consistent with TargetSafety's understanding of CECBEMS' accreditation requirements. After receiving your letter, TargetSafety has not located anything in writing referring to such requirements. Accordingly, please refer us to the specific source and basis for these requirements so that TargetSafety can fully understand CECBEMS' position in this regard.

In addition, your letter provides TargetSafety with 60 days from your April 11, 2008 letter to comply, or "CECBEMS will notify state EMS offices, The National Registry and the staff and board members of each of its sponsoring organizations that the courses offered by TargetSafety do not comply with CECBEMS accreditation requirements and that accreditation was withdrawn pursuant to *The Policy for the Denial, Suspension, or Revocation of CECBEMS Accreditation*."

Again, TargetSafety requests that you specify which CECBEMS specific accreditation requirements are not being complied with and the basis for those requirements.



**Letter to Elizabeth Sibley – April 25, 2008**

Furthermore, TargetSafety does not understand how its accreditation could be formally withdrawn within sixty-days of your April 11, 2008 letter “pursuant to *The Policy for the Denial, Suspension, or Revocation of CECBEMS accreditation.*” In order for that policy to apply and result in a withholding, suspension or revocation of accreditation, that policy states there must be evidence of “fraud, deception or impropriety.” Is CECBEMS alleging there is such evidence with regard to TargetSafety? This is certainly not TargetSafety’s understanding and TargetSafety trusts that CECBEMS is not making such allegations. However, if TargetSafety is incorrect and CECBEMS is in fact alleging as such, please refer us to the specifics of the allegation and the evidence. Also, such a withholding, suspension or revocation finding can only occur upon the majority vote of the CECBEMS Board of Directors. Has there been such a vote? TargetSafety is certainly not aware of any such vote.

If there was such a finding and a vote, then under the CECBEMS appeal process, TargetSafety is entitled to written notice of the decision and written notice of the CECBEMS standards with which the evidence suggests that the organization is not compliant. This written notice is to be transmitted by certified mail. This has not occurred, and the basis of any alleged noncompliance in your April 11, 2008 letter is not clear to TargetSafety. If there were such a finding after a majority vote of the CECBEMS Board of Directors, TargetSafety would be entitled to an appellate process as set forth in *The Policy for Denial, Suspension, or Revocation of CECBEMS Accreditation* before any final decision is made.

As such, any notification to state EMS offices, the National Registry, and the staff and board members of each of its sponsoring organizations that the courses offered by TargetSafety do not comply with CECBEMS accreditation requirements and that accreditation was withdrawn pursuant to *The Policy for the Denial, Suspension, or Revocation of CECBEMS Accreditation* would be incorrect and contrary to CECBEMS’ own policy and appeal process. Such notification would cause irreparable harm to TargetSafety’s business, and TargetSafety would have no choice but to hold CECBEMS accountable for all such harm to the fullest extent provided by law. As such, TargetSafety trusts that CECBEMS will work with it to resolve any issues and follow its own policies before taking such action, which TargetSafety maintains would be inappropriate.

We look forward to working through these issues with CECBEMS and maintaining a good working relationship. Please provide the information requested by this letter by close of business on May 2, 2008, so that TargetSafety has adequate time to evaluate the information that CECBEMS provides, and thereafter, to respond to your April 11, 2008 letter to Ms. Boehm within the sixty-day deadline that you have imposed.

Thank you in advance for your attention to this matter.

Sincerely,

Bruce Kaechele  
President and CEO  
TargetSafety

cc: Laura Boehm, TargetSafety



**CONTINUING EDUCATION COORDINATING BOARD FOR EMERGENCY MEDICAL SERVICES**

**POLICY FOR THE DENIAL, SUSPENSION, OR  
REVOCATION OF CECBEMS ACCREDITATION**

CECBEMS maintains the right to withhold, suspend, or revoke accreditation for any evidence of fraud, deception or impropriety. A majority vote of the CECBEMS Board of Directors is required before such action can be taken.

All applicants for accreditation shall be given a copy of this policy, a copy of the actions that could result in denial suspension or revocation of accreditation, and a copy of the process for appeal.

**DENIAL, SUSPENSION, REVOCATION CRITERIA**

Actions that could result in the denial, suspension or revocation of CECBEMS accreditation shall include but not be limited to, the following:

Fraud in the procurement of any CECBEMS accreditation as a continuing education provider.  
Fraud in the procurement of any CECBEMS accreditation of a continuing education course.

**APPEAL PROCESS**

Following is the process for appealing a decision by the CECBEMS Board of Directors to suspend or revoke an accreditation.

- 1) The CECBEMS Chairperson shall notify the contact person of the sponsoring organization in writing, by certified mail, of the CECBEMS standards with which evidence suggests that the organization is not in compliance.
- 2) Within 15 days of receipt of notification of noncompliance, the contact person for the sponsoring organization shall submit in writing, by certified mail, to the CECBEMS Chairperson one of the following:
  - a. Evidence of compliance with the CECBEMS standard(s) in question, or
  - b. A plan for meeting compliance with the CECBEMS standard(s) in question within 60 days from the day of receipt of notification of noncompliance.
- 3) Within 15 days of receipt of the response from the contact person of the sponsoring organization, or within 30 days from the mailing date of the noncompliance notice if no response is received from the contact person of the sponsoring organization, the CECBEMS Chairperson shall notify the contact person of the sponsoring organization in writing, by certified mail, of one of the following:
  - a. Decision to accept the evidence of compliance.
  - b. Decision to accept the plan for meeting compliance.
  - c. Decision to suspend the accreditation, including the beginning and ending dates of the suspension and conditions for lifting of the suspension.
  - d. Decision to revoke the accreditation, including the effective date of the revocation, which may not be less than 60 days from the date of the letter of decision from the CECBEMS Chairperson.





12200 Ford Road  
Suite 478  
Dallas, Texas 75234  
Phone 972.247.4442  
Fax 214.432.0545  
[cecbems@cecbems.org](mailto:cecbems@cecbems.org)

American College of  
Emergency Physicians

May 14, 2007

Bruce Kaechele  
President and CEO  
TargetSafety  
10815 Ranch Bernardo Road, Suite 250  
San Diego, CA 92127

American College of  
Osteopathic Emergency  
Physicians

Dear Mr. Kaechele:

National Association of  
Emergency Medical  
Technicians

Thank you for your letter of April 25 expressing TargetSafety's desire to maintain a good working relationship between our organizations. As a point of clarification, my letter of April 7 and this letter were written following a motion to do so passed by the CECBEMS' Board of Directors.

National Association of  
EMS Educators

CECBEMS' concern arose from communication with a local EMS agency (LEMSA) staff member in the state of California. The LEMSA staff member questioned the validity of a certificate that appeared to be issued by TargetSafety but that did not bear CECBEMS' accreditation statement. The LEMSA staff member had checked CECBEMS' website and noted that TargetSafety is listed as an accredited provider. This inconsistency caused the LEMSA staff member to question the validity of the certificate.

National Association of  
EMS Physicians

Following the communication with the LEMSA staff member, I immediately checked with Laura Boehm, the contact listed on the TargetSafety application. I received an email from Ms. Boehm that said that the certificate did not include CECBEMS' statement because the student "took the state-approved version of the course (which uses a different testing methodology and different test questions than the CECBEMS' approved version of the course)."

National Association of  
State EMS Officials

The attached marketing material submitted to CECBEMS with the TargetSafety application for accreditation in January 2007 and attested to by your signature and that of Ms. Boehm says, "The following course catalog [is] currently in development. Courses will be rolled out over the next year as they are completed and approved by CECBEMS. New Courses will automatically be added [to] your library upon CECBEMS' approval." This material gave our reviewers every reason to believe that only CECBEMS' accredited courses would be offered by TargetSafety, which is consistent with our requirements. When the first of the TargetSafety courses was approved in March 2007, TargetSafety was listed on CECBEMS' Web site as an accredited provider.

National Registry of  
Emergency Medical  
Technicians

Ms. Boehm's message further stated that TargetSafety took this action "...so we wouldn't have to re-apply to states where our content was already approved until that approval expires (since several states require an additional approval process even for CECBEMS' approved content)." However, the state of California accepts CECBEMS' accredited courses with no further approval required, hence the question from the California LEMSA staff about the validity of the TargetSafety certificate. CECBEMS has assured the State of California that it is working with TargetSafety to resolve the problem. CECBEMS certainly does not want a student to have credit denied for a course that the student and his/her employer both had good reason to believe CECBEMS has accredited.

Our concern is that the situation that has occurred in California has potential to be repeated in other states. This means that either the EMS provider will have to prove to the respective state EMS office that the certificate(s) he/she is presenting is valid or that the state will ask CECBEMS to validate the certificate(s) from its database. Either way, CECBEMS' response would be that the course

May 14 2008 4:55PM

CECBEMS

2120545

p. 3

Bruce Kaechele  
 May 14, 2008  
 Page 2

completion(s) for that student has not been reported to its database and that the student's CE is not valid. Surely, you will agree that this is not good for the student or for either of our organizations. CECBEMS' sponsoring organizations, which include the National Association of State EMS Officials and the National Registry of EMTs (NREMT), chartered CECBEMS to maintain an orderly accreditation process on which students, employers, and our sponsoring organizations can rely. If we cannot resolve the existing confusion by June 11, 2008, we will have no choice but to alert state offices and NREMT of the situation discussed in this letter and tell them what we are doing to minimize problems.

TargetSafety must take the following steps by June 11 in order to resolve this issue.

1. Replace all previous versions of course titles with the CECBEMS' accredited version of that title by a mutually agreeable date.
2. Give CECBEMS a list of all states in which TargetSafety is offering the non-CECBEMS accredited version of any course titles. CECBEMS will work with each state to ensure that students receive CECBEMS' credit for these titles, regardless of the version they completed.
3. Report course completions for all students completing any version of the CECBEMS' accredited titles to the CECBEMS' database by a mutually agreeable date.
4. Report to CECBEMS any other situations that may exist with regard to the delivery of EMS continuing education that CECBEMS may not be aware of at this time. It is very important that TargetSafety make full and complete disclosure so that we can work together to head off further confusion.

CECBEMS accreditation is a national accreditation and applies to accredited course completions in all states. The decision that TargetSafety and all EMS CB providers must make is whether or not CECBEMS' requirements are a good fit for their business plan. If your decision is to be CECBEMS' accredited, then you need to adhere to what the marketing material submitted with your application said you would do. If you want to maintain your accreditation, we will help you do that, but you will have to make full disclosure so we can arrive at a plan by which TargetSafety can meet CECBEMS' requirements. If we cannot arrive at a mutually agreeable plan, then TargetSafety will lose CECBEMS' accreditation.

I will be in San Diego, CA, May 26-28, 2008, with a member of the CECBEMS Board of Directors to meet with the California EMS Administrators at their 2008 Conference. We would be happy to meet with you in person at that time to discuss a plan for resolving this issue.

I hope this letter has conveyed the urgency of resolving this situation quickly and the willingness of CECBEMS to work with TargetSafety to do so.

Sincerely,

*Elizabeth Sibley*  
 Elizabeth Sibley  
 Executive Director

Attachment

EX4\_009

# TargetSafety

## Online EMS Continuing Education

TargetSafety is in the process of developing a comprehensive EMS continuing education program. Our courses allow EMT Basic, Intermediate, Paramedic, ECA or First Responders to complete their continuing education requirements when and where they have time in an engaging easy-to-use format.

**Two year individual subscription with unlimited access to all courses for \$164.95**

For more information and to register please visit,  
[www.targetssafety.com/fire/ems/](http://www.targetssafety.com/fire/ems/)

or call toll free 877.944.6372

TargetSafety, Inc.  
 10815 Rancho Bernardo Road, Suite 250  
 San Diego, CA 92127



## Course Catalog

The following course catalog currently in development. Courses will be rolled out over the next year as they are completed and approved by CECBEMS. New courses will automatically be added your library upon CECBEMS approval.

### Preparatory (hours)

- Health and Wellness (1)
- Diet and Nutrition (1)
- Back Injury Prevention (1)
- Workplace Stress (1)
- Infectious Disease Control (1)
- Medical, Ethical, and Legal Issues in Emergency Care (1)
- HIPAA Awareness (1)
- Protecting Yourself From Influenza (1)
- HIV Awareness (2)
- HIV Awareness - Florida (2)

### Trauma (hours)

- Shock Basic (1)
- Shock Advanced (1)
- Burn Management Basic (1)
- Burn Management Advanced (1)
- Musculoskeletal Injuries Basic (1)
- Musculoskeletal Injuries Advanced (1)
- Head and Face Emergencies Advanced (1)
- CNS Injuries Basic (1)
- CNS Injuries Advanced (1)

### Medical (hours)

- Respiratory Emergencies Basic (1)
- Respiratory Emergencies Advanced (1)
- Pharmacology Basic (1)
- Pharmacology Advanced (1)
- Cardiac Emergencies Basic (1)
- Cardiac Emergencies Advanced (1)
- Altered Mental Status (1)
- Poison and Overdose Basic (1)
- Environmental Emergencies Basic (1)
- Environmental Emergencies Advanced (1)
- Behavioral Emergencies Basic (1)
- Behavioral Emergencies Advanced (1)
- Non-Traumatic Abdominal Injuries (1)
- Allergies Basic (1)
- Allergies Advanced (1)

### Airway (hours)

- Respiratory System: Anatomy and Physiology (1)
- \*\*Airway Management Basic (1)
- \*\*Airway Management Advanced (1)

### Special Considerations (hours)

- \*\*Obstetrical Emergencies Basic (1)
- Obstetrical Emergencies Advanced (1)
- Neonatology Advanced (2)
- Pediatric Medical Emergencies Basic
- Pediatric Medical Emergencies Advanced (2)
- Geriatric Emergencies Advanced (2)
- The Challenged Patient Advanced (2)

### Operations (hours)

- \*\*EMS Driving Safety (1)
- Introduction to Hazardous Materials (2)
- Hazard Communications (1)
- Confined Space Entry (1)
- Emergency Response to Terrorism (4)
- Managing MCIs (1)



\*\*Continuing Education Hours have been applied for through the Continuing Education Coordinating Board for Emergency Medical Services (CECBEMS) for the courses marked with \*\*.





Procopio, Cory, Hargreaves & Savitch LLP

Frank L. Tobin  
Direct Dial: (619) 525-3802  
E-mail: [flt@procopio.com](mailto:flt@procopio.com)

May 19, 2008

**VIA FACSIMILE AND FEDERAL EXPRESS**

Elizabeth Sibley  
Executive Director  
CECBEMS  
12200 Ford Road, Ste. 478  
Dallas, Texas 75234

Re: CECBEMS Letter of May 14, 2008

Dear Ms. Sibley:

This office represents TargetSafety.com, Inc. TargetSafety has asked us to respond to your May 14, 2008 letter.

On April 25, 2008, Bruce Kaechele, President and CEO of TargetSafety wrote in response to your April 11, 2008 letter to Laura Boehm. In Mr. Kaechele's April 25, 2008 letter to you, he asked you for specific information including:

1. The specific source and basis for the accreditation requirements alleged in your April 11, 2008 letter;
2. Specification of which CECBEMS specific accreditation requirements are allegedly not being complied with by TargetSafety and the basis for those requirements;
3. Whether there had been a vote by the CECBEMS board of directors to withhold, suspend or revoke TargetSafety's accreditation based on evidence of "fraud, deception or impropriety"; and
4. If a vote had been taken, written notice of any decision of the Board and written notice of the CECBEMS standards with which the evidence suggests that TargetSafety is not compliant.

Mr. Kaechele also pointed out TargetSafety's concern that CECBEMS was not following its own stated processes. Mr. Kaechele reiterated in his letter that any notification to state EMS

 Procopio

Elizabeth Sibley  
 May 19, 2008  
 Page 2

offices, The National Registry and the staff and board members of each of its sponsoring organizations that the courses offered by TargetSafety do not comply with CECBEMS accreditation requirements and that accreditation was withdrawn pursuant to *The Policy for the Denial, Suspension or Revocation of CECBEMS Accreditation* would be incorrect and contrary to CECBEMS own policy and appeal process. Mr. Kaechele reiterated that such notification would cause irreparable harm to TargetSafety's business and that TargetSafety would have no choice but to hold CECBEMS accountable for all such harm to the fullest extent provided by law.

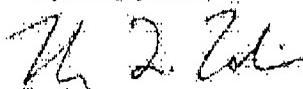
Mr. Kaechele gave you until May 2, 2008 to respond. However, no response was received until May 14, 2008. Your May 14, 2008 letter ignores TargetSafety's request for information and simply dictates alleged steps that TargetSafety "must" take by June 11, 2008 or presumably CECBEMS will revoke TargetSafety's CECBEMS' accreditation.

This is a very serious matter. Based on our review of this matter, CECBEMS is not following its policies and procedures. CECBEMS' conduct and threat to revoke TargetSafety's CECBEMS' accreditation provides TargetSafety with a variety of legal claims. TargetSafety remains open and willing to discuss issues with CECBEMS in an effort to explore ways to resolve this matter. However, TargetSafety is not able to engage in any such discussions in light of the current arbitrary deadline imposed by CECBEMS of June 11, 2008. Under the current deadline of June 11, 2008, TargetSafety believes it only has time to address this matter legally. There is simply not enough time by June 11, 2008 to have meaningful discussions in connection with exploring a resolution and, thereafter, have time to take legal action in the event that such discussions are not productive.

Accordingly, we are writing on behalf of TargetSafety to request that you notify us by close of business on Wednesday, May 21, 2008 that CECBEMS will extend the June 11, 2008 deadline to allow the parties more time to explore a resolution of this matter. If CECBEMS and their directors will not extend the deadline and provide TargetSafety with the information to properly respond to the issues raised by CECBEMS, TargetSafety will take any and all appropriate legal actions to defend itself and will put CECBEMS, all CECBEMS Directors, Director Alternates, and all organizations listed on CECBEMS' letterhead on notice of those legal actions.

We look forward to hearing your response to the above by May 21, 2008.

Very truly yours,



Frank L. Tobin

FLT/mdr

## TRANSACTION REPORT

P. 01

MAY-19-2008 MON 01:16 PM

FOR: Procopio, Copy

618 235 0398

SEND.

DATE	START	RECEIVER	TX TIME	PAGES	TYPE	NOTE	M#	DP
MAY-19	01:15 PM	912144320545	1'18"	3	FAX TX	OK	963	



Procopio, Cory, Hargreaves and Savitch LLP 214-641-3333 1-800-333-2222 1-800-333-2222 1-800-333-2222 1-800-333-2222

## **FACSIMILE**

## **FACSIMILE TRANSMISSION**

DATE: May 19, 2008

**TOTAL PAGES, INCLUDING COVER:**

3

Top

NAME	FACSIMILE NO.	TELEPHONE NO.
Elizabeth Sibley CECBEMS	(214) 432-0545	(972) 247-4442

FROM: Frank L. Tobin

**RE: CECBEMS Letter of May 14, 2008**

三

**MESSAGE:** Attached please find correspondence of today's date in the above-referenced matter.

Thank you.


**Procopio**<sup>®</sup>

Procopio, Cory, Hargreaves and Savitch LLP

**FACSIMILE****FACSIMILE TRANSMISSION****DATE:** May 19, 2008**TOTAL PAGES, INCLUDING COVER:****3****To:**

NAME:	FACSIMILE NO.	TELEPHONE NO.
Elizabeth Sibley CECBEMS	(214) 432-0545	(972) 247-4442

**FROM:** Frank L. Tobin**RE:** CECBEMS Letter of May 14, 2008**CC:****MESSAGE:** Attached please find correspondence of today's date in the above-referenced matter.

Thank you.

**CONFIDENTIAL INFORMATION**

**PLEASE NOTE:** The information contained in this facsimile message is privileged and confidential; and it is intended only for the use of the individual(s) named above, and others who have been specifically authorized by such individual(s). If you are not the named recipient(s) or authorized by the named recipient(s), you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately by telephone ((619) 238-1900) and return this facsimile message to the sender via the U.S. Mail (530 B Street, Suite 2100, San Diego, California 92101). Thank you.

Please deliver the accompanying document(s) as soon as possible to the addressee. If a problem occurs in transmission, please telephone immediately (619) 238-1900.

Client Name:  
 Client/Matter No.:  
 Equirac No.:  
 Document#:

EX5\_014



## **FACSIMILE**

### **SCICCHITANO & PINSKY, PLLC**

5789 Widewaters Parkway  
Syracuse, New York 13214-2807  
Fax: (315) 475-8230  
Phone: (315) 428-8344  
e-mail: mail@sfplawfirm.com

### **PERSONAL & CONFIDENTIAL**

**Date:** May 27, 2008  
**Fax No.:** (760) 931-1155  
**To:** Frank L. Tobin, Esq.  
**From:** Bradley M. Pinsky, Esq.  
**Pages:** 2  
**Re:** CECBEMS

---

Please see the attached.

The information contained in this facsimile message is attorney privileged and confidential, intended only of use of the individual or entity named above. If the reader of this message is not the intended recipient or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that dissemination, distribution or copying of this information is prohibited. If you have received this communication in error, please notify us immediately by telephone.

**SCICCHITANO & PINSKY, PLLC**

**ATTORNEYS AT LAW**

**Partners:**

Gregory A. Scicchitano, Esq.\*

Bradley M. Pinsky, Esq.

\*Also Admitted in NJ and PA

May 21, 2008

5789 Widewaters Pkwy  
Syracuse, New York 13214

(315) 428-8344

(315) 473-8230 (fax)

David B. Garwood, of counsel

**VIA FACSIMILE & FIRST CLASS MAIL**

**(760) 991-1155**

Frank L. Tobin, Esq.

Procopio, Cory, Hargreaves & Savitch LLP

550 B Street, 21<sup>st</sup> Floor

San Diego, CA 92101

***Re: CECBEMS***

Dear Mr. Tobin:

We serve as national counsel to CECBEMS. We have received your letter on behalf of your client. Your client has failed to cooperate with CECBEMS' demands. Your numerous threats do not serve your client and your client has failed to comply with CECBEMS' demands by the date required. It is certainly your choice to try to turn the burden upon CECBEMS, but I promise that will not benefit your client.

Your client made significant and material misrepresentations in its application. Accreditation was provided based upon those misrepresentations. The misrepresentations have now come to light and your client was very pleasantly requested to solve the issue. We cannot fathom why your client would refuse to come into compliance with CECBEMS' demands.

That being said, if your client does not comply with the letter by the required date (and some deadlines have already passed), CECBEMS will take the promised actions. Your client simply has a choice. It can pursue this course of antagonistic responses and lose its accreditation, or it can take reasonable steps to comply. We will not provide any additional information as your client certainly understands the issue and the steps necessary to resolve it.

Therefore, we hope to receive your client's response of a plan of correction and the other items demanded by the date due. We again look forward to working with your client, but warn that your antagonistic and threatening tone will not serve your client well.

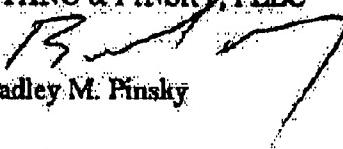
You may contact us with any questions, but we strongly suggest a more cooperative tact.

Very truly yours,

**SCICCHITANO & PINSKY, PLLC**

By:

Bradley M. Pinsky



**UNITED STATES  
DISTRICT COURT**  
SOUTHERN DISTRICT OF CALIFORNIA  
SAN DIEGO DIVISION

**# 151567 - TC**

**June 04, 2008  
14:52:34**

**Civ Fil Non-Pris**  
USAO #: 08CV0994  
Judge.: JANIS L. SAMMARTINO  
Amount.: \$350.00 CK  
Check#: BC13273

**Total-> \$350.00**

FROM: TARGETSAFETY.COM VS.  
CONTINUING EDUCATION BOARD FOR  
EMERGENCY MEDICAL SERVICES INC

JS 44 (Rev. 12/07)

**CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

**I. (a) PLAINTIFFS**

TARGETSAFETY.COM, INC., a California corporation

(b) County of Residence of First Listed Plaintiff: San Diego

(EXCEPT IN U.S. PLAINTIFF CASES)

**DEFENDANTS**CONTINUING EDUCATION COORDINATING BOARD FOR EMERGENCY MEDICAL SERVICES, INC., a Missouri non-profit corporation and DOES 1-10  
CLERK U.S. DISTRICT COURT DALLAS  
County of Residence of First Listed Defendant: T.R.C.  
Dallas

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)  
Bradley M. Pinsky Esq.  
Scicchitano & Pinsky, PLLC  
5789 Widewaters Pkwy. Syracuse, New York 13214**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- |  |  |
|--|--|
| <input type="checkbox"/> 1 U.S. Government Plaintiff | <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)                        |
| <input type="checkbox"/> 2 U.S. Government Defendant | <input checked="" type="checkbox"/> 4 Diversity<br>(Indicate Citizenship of Parties in Item III) |

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Citizen of This State	PTF	DEF	Citizen of Another State	PTF	DEF
	<input type="checkbox"/> 1	<input type="checkbox"/> 1		<input type="checkbox"/> 2	<input type="checkbox"/> 2

Incorporated or Principal Place of Business In This State      Foreign Nation

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER/STATUTES
<input type="checkbox"/> 110 Insurance	<b>PERSONAL INJURY</b>	<b>PERSONAL INJURY</b>	<input type="checkbox"/> 410 Agriculture	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<b>PROPERTY RIGHTS</b>	<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 385 Property Damage Product Liability	<b>SOCIAL SECURITY</b>	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 390 Other	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 810 Selective Service
<input checked="" type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury	<b>LABOR</b>	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 850 Securities/Commodities Exchange
<input type="checkbox"/> 195 Contract Product Liability	<b>CIVIL RIGHTS</b>	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 875 Customer Challenge 12 USC 3410
<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 441 Voting	Habeas Corpus:	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 890 Other Statutory Actions
<b>REAL PROPERTY</b>	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 530 General	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 443 Housing/ Accommodations	<input type="checkbox"/> 535 Death Penalty	<b>FEDERAL TAX SUITS</b>	<input type="checkbox"/> 892 Economic Stabilization Act
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 540 Mandamus & Other	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 894 Energy Allocation Act
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 446 Amer. w/Disabilities - Other	<input type="checkbox"/> 555 Prison Condition		<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 440 Other Civil Rights			<input type="checkbox"/> 900 Appellate of Fee Determination Under Equal Access to Justice
<input type="checkbox"/> 290 All Other Real Property				<input type="checkbox"/> 950 Constitutionality of State Statutes

**V. ORIGIN**

(Place an "X" in One Box Only)

- |   |   |  |   |  |   |  |
|---|---|--|---|--|---|--|
| <input checked="" type="checkbox"/> 1 Original Proceeding | <input type="checkbox"/> 2 Removed from State Court | <input type="checkbox"/> 3 Remanded from Appellate Court | <input type="checkbox"/> 4 Reinstated or Reopened | <input type="checkbox"/> 5 Transferred from another district (specify) | <input type="checkbox"/> 6 Multidistrict Litigation | <input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judgment |
|---|---|--|---|--|---|--|

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
28 U.S.C. section 1332**VI. CAUSE OF ACTION**Brief description of cause:  
Declaratory Relief, Contract, Specific Performance, Injunction**VII. REQUESTED IN COMPLAINT:** CHECK IF THIS IS A CLASS ACTION  
UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:  
**JURY DEMAND:**  Yes  No**VIII. RELATED CASE(S)**

IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

6/4/08

FOR OFFICE USE ONLY

RECEIPT # 151567AMOUNT \$350

APPLYING IFFP

JUDGE

MAG. JUDGE

6/4/08

CR